

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/14/2016 09:20 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:  
CRYSTAL LAKE BANK &  
TRUST COMPANY, N.A.  
70 N. WILLIAMS STREET  
CRYSTAL LAKE, IL 60014

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
CRYSTAL LAKE BANK & TRUST COMPANY, N.A.  
70 N. WILLIAMS STREET  
CRYSTAL LAKE, IL 60014

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 22, 2016, is made and executed between Downward Mobility, Inc., whose address is 250 Indian Trail, Lake in The Hills, IL 60156 (referred to below as "Grantor") and CRYSTAL LAKE BANK & TRUST COMPANY, N.A., whose address is 70 N. WILLIAMS STREET, CRYSTAL LAKE, IL 60014 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 14, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage Recorded on January 28, 2016 by Cook County Recorder of Deeds as Document No. 1602816040.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOTS 14 AND 15 IN BECK'S ADDITION TO LOGAN SQUARE, A SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE, IN THE SUBDIVISION OF LOT 4 IN KIMBALL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 25 ACRES IN THE NORTHEAST CORNER) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3722-24 W. Wrightwood Ave. / 2607-11 N. Ridgeway Ave., Chicago, IL 60647. The Real Property tax identification number is 13-26-312-031-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The Maximum Lien provision of said Mortgage shall be amended and restated as follows:

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$650,000.00.

The definition of the Note secured by said Mortgage shall be amended and restated as follows:

Note. The word "Note" means that certain Promissory Note dated June 22, 2016 in the original principal

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(Continued)**

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amount of \$325,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitution for the Agreement. .

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 22, 2016.**

GRANTOR:

DOWNWARD MOBILITY, INC.

By: 

Robert Herley, President of Downward Mobility, Inc.

By: 

Carol E. Herley, Secretary of Downward Mobility, Inc.

LENDER:

CRYSTAL LAKE BANK &amp; TRUST COMPANY, N.A.

X 

William Krapik, Vice President

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## MODIFICATION OF MORTGAGE

(Continued)

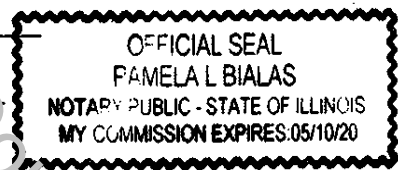
### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF McHenry )

On this 28th day of June, 2016 before me, the undersigned Notary Public, personally appeared **Robert Herley, President of Downward Mobility, Inc. and Carol E. Herley, Secretary of Downward Mobility, Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Pamela L. Bialas Residing at McHenry County  
 Notary Public in and for the State of Illinois

My commission expires 5-10-20



McHenry County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

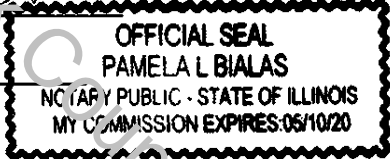
STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF McHenry )

On this 28th day of June 2016 before me, the undersigned Notary Public, personally appeared **William Knapik** and known to me to be the **Vice President**, authorized agent for **CRYSTAL LAKE BANK & TRUST COMPANY, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CRYSTAL LAKE BANK & TRUST COMPANY, N.A.**, duly authorized by **CRYSTAL LAKE BANK & TRUST COMPANY, N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **CRYSTAL LAKE BANK & TRUST COMPANY, N.A.**

By Pamela L. Bialas Residing at McHenry County

Notary Public in and for the State of Illinois

My commission expires 5-10-20



County Clerk's Office